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well as the exemplary damages which the client might have recovered in an action thereon. *Patterson v. Wallace & Frazer*, 79 S. W., 1077. And if he causes his client to lay himself open to criminal prosecution, punitive damages are proper. *Hill v. Montgomery*, 84 Ill. App., 300. And want of diligence on the part of the client will not affect his liability. *Cox v. Sullivan*, 7 Ga., 144. If an attorney fails to bring suit when engaged so to do, he is liable for whatever amount might have been recovered had he brought suit. *Gilbert v. Williams*, 8 Mass., 51; *Fitch v. Scott*, 4 Miss., 314. But if he could not have recovered had he maintained the action, he is liable for nominal damages only. *Grayson v. Wilkinson*, 13 Miss., 268. And the amount of the attorney's fee is immaterial. *Irwin v. VanPelt*, 56 N. Y., 417. Even if he acts gratuitously. *Lawall v. Groman*, 80 Pa. St., 532. And champerty cannot be set up as a defense, *Goodman v. Walker*, 30 Ala., 482.

BILLS AND NOTES—STIPULATIONS FOR ATTORNEY'S FEES—LIQUIDATED DAMAGES.—FIRST NATIONAL BANK OF VICKSBURG V. MAYER, 57 SOU. (LA.), 308.—*Held*, that a stipulation in a note for 10 per cent attorney's fees, if the note is placed in the hands of an attorney for collection, is a stipulation for liquidated damages, and the fees are recoverable in an action on the note without any proof that they were incurred.

As to stipulations on the face of a note providing for the payment of attorney's fees there is much conflict. The decisions on this much mooted point have not turned upon the question whether the amount of the fees was fixed or indefinite. *Wilson Sewing Machine Co. v. Moreno*, 7 Fed., 806; *Myer v. Hart*, 40 Mich., 517. Many cases hold the stipulation void, as against public policy; *Witherspoon v. Musselman*, 14 Bush. (Ky.), 214; *Myer v. Hart*, *supra*; as tending to encourage litigation, and oppress the debtor; *Finley v. Hopkins*, 111 N. C., 340; as usurious; *Wright v. Traver*, 73 Mich., 493; *Dow v. Uudike*, 11 Nebr., 94; as an agreement for a penalty; *Bullock v. Taylor*, 39 Mich., 137. The weight of authority, however, seems to support the principal case in holding that such a stipulation is val'd. *Bowie v. Hall*, 69 Md., 433; *Williams v. Flowers*, 90 Ala., 136. In some of these jurisdictions, it is held, that while the stipulation is not void, it destroys the negotiability of the note. *Banking Co. v. Gay*, 63 Mo., 33; *Wood v. North*, 84 Pa. St., 407. The majority of such cases, however, hold that the negotiability of the note is not affected. *Seaton v. Scoville*, 18 Kans., 433; *Sperry v. Horr*, 32 Iowa, 184.

CARRIERS—CARRIAGE OF PASSENGERS—PERSONAL INJURIES—LIABILITY.—LOUISVILLE & N. R. CO. V. BREWER, 143 S. W. (KY.), 1014.—*Held*, a carrier is not liable for injuries to a pregnant female passenger caused by the unnatural appearance and conduct of a lunatic passenger in charge of an attendant, where the female passenger made no complaint to any officer of the train, and where none of them knew of her physical condition, or that the lunatic was giving her any inconvenience, and where the lunatic was not violent.